The Solicitors' Journal
and Weekly Reporter.
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All letters intended for publication must be authenticated by the name of the writer.

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THE LETTER from "An Old Member of the Law Society," which we print elsewhere, deserves respectful consideration, not only on account of the position which the writer has for over a generation held in the profession, but also because during his long career he has always been on the side of the advocates of reform in legal matters. He is not a man to stand on the old ways when a better path presents itself. Yet he writes to express the hope that the resolution proposed at the recent meeting will be rejected on the poll by an overwhelming majority. He regrets that the Council convened the recent meeting, on the ground of the mischievous discussion and publicity which it involved. We are not at all inclined to disagree with him as to this, though, of course, we are not in a position to know the reasons which led the Council to summon a meeting in place of receiving a deputation from the requisitionists and themselves appointing a committee at once. Nor are we surprised that the crude and extravagant schemes originally put forward in the public Press on behalf of the requisitionists, and even the proposal, embodied in the resolution, relative to the formation of a guarantee fund, should excite something like disgust in the shrewd and practical mind of our correspondent. But when he argues that no case is shewn for the appointment of a committee to consider the other questions mentioned in the resolution, we venture, with much deference, to differ with him. He does not seem to give due weight to the fact that, owing to the recurring frauds by solicitors, distrust has been growing among the public, or to the effect of this distrust. This effect is not felt by firms like those of our correspondent and other solicitors who coincide in his view. But that it is felt by smaller firms, and solicitors of comparatively limited business, and young solicitors can hardly be doubted. Clients nowadays frequently hesitate to entrust such solicitors with considerable sums, and when they have so entrusted them, evince keen anxiety and suspicion as to the completion of the transaction in which the money is to be employed.

The Distrust of Solicitors.

OUR CORRESPONDENT'S remedy for this, as we understand his letter, is extremely simple. There are thousands, he says, of highly competent solicitors, of undoubted integrity and responsibility: let clients go to them. This is all very well, but what is to become of the smaller solicitors who have not had the opportunity of

building up, by long years of extensive practice, a reputation for "undoubted integrity and responsibility"? Here, as it seems to us, we come to the crux of the question, and the reason why the movement which resulted in the recent requisition has met with such wide support. The great majority of the profession consists of the comparatively smaller solicitors. They see, if we may put it plainly, that, unless something is done to alleviate the apprehensions of the public, their work will be likely, in accordance with our correspondent's suggestion, to go over to the large and long-established businesses. Hence they are naturally anxious that something should be done, and done speedily, to restore public confidence. To practitioners of the class we have referred to, it seems that the appointment of a committee to consider the matters mentioned in the resolution can do no harm and may do much good. Its functions will not be to make regulations, but only to suggest them, and any regulations so suggested would, of course, be submitted to the members of the society for approval before they were adopted. This being so, it is not in the least likely, either that the fantastic proposals formerly put forward on behalf of the requisitionists will be adopted, or that regulations will be made which will prove to be so irksome in practice as to induce members of the Law Society to withdraw from membership, as our correspondent fears. We must add that in his observations our correspondent appears to lose sight of the function of the proposed committee, and to assume that it is to be appointed to carry into effect all the proposals mentioned in the resolution. This is not so; the committee, if appointed, will, as we understand the matter, have a free hand to accept or reject such proposals. Our own view remains that the appointment of such a committee is desirable, and if it were not for the unfortunate suggestion in the resolution of a guarantee fund, we should have little doubt that it would be carried even on the very limited poll which is likely to take place next week.

Statutes Commencing on the 1st of January.

THE FOLLOWING statutes of 1906, passed before the adjournment last August, came into operation on the 1st inst.: The Alkali, &c., Works Regulation Act, the Open Spaces Act, the Fertilizers and Feeding Stuffs Act, the Dogs Act, and the Prevention of Corruption Act. The first-named statute consolidates and amends the Alkali, &c., Works Regulation Acts of 1881 and 1892, and the schedule of works to which this legislation applies has been revised. The Open Spaces Act is also a consolidating statute, and takes the places of various Acts for the regulation of open spaces which have been passed since the series was commenced with the Metropolitan Open Spaces Act, 1877. The present statute reproduces the provisions under which the London County Council and other local authorities are empowered to acquire and manage open spaces and to regulate their use. The Fertilizers and Feeding Stuffs Act is a new measure, and imposes upon the vendors of artificial fertilizers of the soil and of feeding stuffs for cattle and poultry the liability to warrant the genuineness of the articles or their suitability for the purpose for which they are sold. The Dogs Act is a measure of consolidation and amendment, but it is very partial in both respects, and is not to be taken as representing either the whole of the statute law relating to dogs or the amendments which might properly be made in that law. It consolidates the provisions which formerly existed separately for England, Scotland, and Ireland as to injury by dogs to live stock, but it does not abrogate, as regards human subjects, the rule popularly expressed in the maxim, Every dog has his bite. The Prevention of Corruption Act is a measure from which great things have been expected, but it remains to be seen whether in practice it will have any substantial effect on the evil at which it is aimed. Before any prosecution can be commenced under it, the consent of the Attorney-General must be obtained, and the wide words in which the giving or accepting of commissions is made punishable are subject to the controlling test that the commission must be given or accepted "corruptly." The Acts which received the Royal Assent on the 21st of December include the Workmen's Compensation Act and the Marine Insurance Act, both of which came into operation on the 1st inst.

The Lord Chancellor and County Justices.

A LETTER of the first importance has been written by the Lord Chancellor in answer to a memorial from a large number of Liberal and Labour county members of Parliament pressing for a redress of the existing political inequality in the constitution of the county benches. Politics, of course, should have nothing to do with the matter, and the memorialists very properly started with the assertion of this principle. "We believe," they said, "the present system of appointment of the persons charged with the local administration of justice in county districts to be a wrong system, and would warmly welcome a proposal of the Government which would put it upon an entirely non-political basis." But the most outstanding fact under the present system, whether it is to be regarded as a result of that system or not, is the enormous disparity existing between the numbers of Conservative and Liberal justices. The memorialists assume that this is due to the long domination of the Conservative party and to the acceptance of nominations solely from Conservative sources, and they leave it to be inferred that the inequality should now be redressed by the appointment of justices on recommendations emanating from the other side. Every one interested in the maintenance of the character of the county benches will be gratified that upon such a course Lord LOREBURN absolutely declines to enter. Present disparity there is, and to some extent it may be due to political influence exercised on the Conservative side in the past. But to attempt to rectify it by the appointment of Liberal justices would be simply to perpetuate the cause of the mischief. The Lord Chancellor does not minimize the disparity, nor is there any reason why he should. In many counties, he says, the immense preponderance of Conservatives on the bench amounts practically to an exclusion of others. But he does not propose to deal with the situation in any way which will affect the position of the magistracy. In other words, he will not flood the benches by the immediate creation of an excessive number of new justices, nor will he omit any precaution which will ensure that the justices appointed are personally suitable apart from political qualifications. And in cases where he declines to accept the recommendations of Liberal members he will not even give a reason for his so doing. "The duty of selection and appointment," he writes, "belongs to me, largely because I am at the head of the judiciary. It is a difficult and delicate duty, and if any mistake is made the responsibility and blame fall on me alone, not on those who have advised me." There may be social reasons which make it inevitable that the majority of justices should belong to one political party, but their conduct on the bench need shew no political bias, and the best way to discourage any tendency in this direction is to make it clear that politics have no influence in the appointments.

Bonds Redeemed by Drawings and the Lotteries Act.

THE QUESTION whether the advertisement of bonds, issued by foreign states upon the terms that a certain proportion shall be redeemed by annual drawings, is or is not an offence under the Lotteries Act, 1836, has never, to the best of our recollection, been determined by the superior courts. When these bonds, commonly called "premium bonds," are drawn for repayment the amount repaid is in most cases greater than that originally borrowed. The purchaser of a bond is, therefore, entitled to interest at the prescribed rate on the nominal amount of the bond, and to the chance of a bonus if the bond is drawn for repayment. By the Lotteries Act, 1836—"an Act to prevent the advertising of foreign and other illegal lotteries"—"if any person shall print or publish, or cause to be printed or published, any advertisement or other notice of or relating to the drawing, or intended drawing, of any foreign lottery . . . or if any person shall print or publish, or cause to be printed or published, any advertisement or other notice of or for the sale of any ticket or tickets, chance or chances, or of any share or shares of any ticket or tickets, chance or chances, of or in any such lottery or lotteries as aforesaid, or any advertisement or notice concerning or in any manner relating to any such lottery or lotteries," he is liable to a penalty of £50. It is common knowledge that bankers, financial agents, and firms of stockbrokers send prospectuses and notices of these loans to

their customers. Can they be charged under the criminal law with seeking in this country for subscriptions to illegal foreign lotteries? We believe that proceedings are about to be taken to submit this question to the decision of the Divisional Court, and we will merely observe that the persons who get the benefit of the drawings secure advantages different from those of the persons whose numbers are not drawn, and that it depends upon chance which secures the greater or the lesser advantage. It may indeed be said to be a subscription by a number of persons to a fund for the purpose (among others) of dividing a share of that fund between them by chance and unequally. We shall await the decision of the court with much interest.

The New Betting Act.

THE STREET Betting Act, 1906 (6 Ed. 7, c. 43), which has just received the Royal Assent, may possibly give rise to some difficult questions of law. By section 1 (1), "Any person frequenting or loitering in streets or public places . . . for the purpose of bookmaking, or betting, or wagering, or agreeing to bet or wager, or paying or receiving bets," is liable to certain penalties. The expression "frequenting," is not defined in any interpretation clause. In *Clark* v. *Reg.* (14 Q. B. D. 92), where the question was whether the appellant, who was charged under the Vagrancy Act, 1824, with "frequenting" a street with intent to commit a felony, had been properly convicted, the evidence being that he was found after dark in a street having property in his possession which there was reasonable ground for suspecting had been stolen by him, but there being nothing to shew that he had been in the street on any other occasion, the court (GROVE and HAWKINS, JJ.) held that there was no evidence of a "frequenting" of the street with a felonious intent; that what amounts to a "frequenting" a street must depend upon the circumstances of each particular case, but that proof of a single visit to the place did not satisfy the requirement of the statute. If a similar interpretation is adopted in the case of the Street Betting Act, it may be difficult to obtain a conviction without proof that the defendant frequented the street on other occasions besides that in question. Sub-section (*c*) increases the penalty in the case of betting transactions with a person under sixteen years of age, and, by a subsequent provision, any person who appears to the court to be under the age of sixteen years "shall, for the purpose of this section, be deemed to be under that age unless the contrary be proved," or unless the person charged shall satisfy the court that he had reasonable ground for believing otherwise. We are disposed to think that courts of summary jurisdiction will adopt widely different views as to what is sufficient proof of reasonable ground for belief within the meaning of this provision.

Surveyors' Evidence at Arbitrations.

LETTERS HAVE appeared in the *Times* during the last week on the subject of surveyors' evidence at arbitrations, the writers agreeing in thinking that the extraordinary disparity in the valuations put forward on behalf of the claimants and the amount finally awarded leads to the conclusion that the expert surveyor acts as an advocate rather than as a witness, and adapts his opinions to his instructions. The writers think that the knowledge possessed by umpires and arbitrators of the tricks of the trade enables them to disregard much of this worthless evidence, but that this only shews that, apart from an umpire and two arbitrators, no one else is needed. But the real danger, in their opinion, is in cases heard by an undersheriff and a jury, for the average juryman knows little of the real value of property, is perplexed by the evidence of the surveyors, and arrives at a compromise by adding the amount of the valuations together and halving the amount. We have on previous occasions called attention to this unsatisfactory difference in the amount of the valuations put forward in evidence, and entirely agree in the suggestion that the assessment of compensation by juries under the Lands Clauses Act should be abolished, and that the number of witnesses before arbitrators should be limited. Fifty years ago, when the Lands Clauses Act became law, the public had little experience of the incapacity of juries in the assessment of compensation, but at a later period, as the result of increased knowledge, the Legislature, in the Public Health Act, 1875, enacted that compensation for damage done in the exercise of the powers of the Act should be settled by arbitration. But, assuming that our law is properly amended, and that satisfactory regulations are made for the adjustment of compensation, we have still to influence the public opinion of average Englishmen to such a degree that it shall be thought discreditable to make extravagant claims in respect of land taken or used by public bodies. It is often said that a corporation has no conscience, but in matters of compensation we are disposed to think that the maxim should be revised, and that it should be said that in dealings with a corporation the claimant has no conscience.

Slate Clubs and Registration.

SLATE CLUBS, goose clubs, and other societies of the working classes have recently attracted more than their ordinary share of attention owing to the report that in several cases their funds have been misappropriated by the persons in charge of them. The object of these petty clubs is often to provide generous food and drink for the members and their families at Christmas, and sometimes to assist them in the case of sickness or accident. They are ordinarily organized at some public-house frequented by their supporters, and a fund supplied by the weekly contributions of members is placed in the custody of some one who fills the office of secretary or manager. This treasurer is often in a humble position in life, with little or no knowledge of accounts, and has never in his previous experience had the management of a large sum of money. A person of this description, entrusted with a store of cash which amounts sometimes to £100, is exposed to strong temptations which he is in some cases unable to overcome. But a proposition that there should be a compulsory registration of all these clubs has very little to recommend it. In many cases, owing to the simple and informal manner in which they are brought into existence, the law could be set at defiance, and it would almost certainly be unpopular in the class which it was intended to benefit. It would be said, with justice, that no such law would be proposed in the case of societies the members of which were in a higher social position, and that in the case of the poorer sort of people it would be a fetter upon their right to save money and dispose of it as they please. Whether the government or the leading banks could do anything to lessen the risks incurred by these societies, by giving them facilities for the deposit and investment of their hoards, is a wholly different question.

Solicitors and the Prevention of Corruption Act, 1906.

THE PREVENTION of Corruption Act, 1906 (6 Ed. 7, c. 34), which came into operation on the 1st of January, enacts, by section 1 (1), that "if any agent corruptly accepts or obtains, or agrees to accept or attempts to obtain, from any person, for himself or for any other person, any gift or consideration as an inducement or reward for doing or forbearing to do, or for having after the passing of the Act done or forborne to do, any act in relation to his principal's affairs or business . . . he shall be guilty of a misdemeanour." As we all know, it has been thought that in the application of this Act some difficulty, so far as solicitors are concerned, may arise, first, with regard to the well-established usage of the Stock Exchange, by which the solicitor is paid a share of the broker's commission on the order; and, secondly, with regard to a similar usage by which the solicitor receives a commission from insurance offices in respect of business transacted by him on behalf of a client. It is not easy to understand how the receipt of this commission could be considered as a "corrupt" transaction within the meaning of the Act, but we have reason to believe that some firms of solicitors have sent printed notices to their clients informing them of the usage which has prevailed and of the manner in which they propose to carry on business in future with regard to commission on Stock Exchange and insurance transactions. These notices, we have little doubt, will remove all difficulty as to the construction of the Act.

Registration of Newspapers under the Companies Acts.

ONE OF the most recent instances of the progress of registration under the Companies Acts is to be found in the fact that

companies have recently been formed to take over the management of two of the leading metropolitan newspapers. In each case this registration does not affect the internal management of the publication. The staff, the control, and the policy of the paper remain the same as before. But the gradual subdivision of the shares of the proprietors tends to place some of them in the inconvenient position of being interested only to a small extent in the profits of the concern while they are fully answerable for its liabilities. They have also no control over the management of their property, and are unable to transfer their shares without the consent of the remaining partners. These disabilities go to shew that the general law of partnership becomes unsuited with the lapse of years to the larger undertakings, and that they will be from time to time converted into companies.

The Marine Insurance Act.

As stated above, the Marine Insurance Bill has now become law. The opinion of several practitioners in the Commercial Court appears to be that it will increase, rather than diminish, litigation. The general principles governing the law are tolerably well understood, but when it is attempted to express them in writing, the imperfection of language is likely to assert itself, and controversies as to the precise meaning of words may be carried before the highest tribunal in the kingdom. No one can affirm that the law has not been considered with due deliberation. It is even said that new usages have come into existence since the time when the Bill was first brought before Parliament.

Frederic William Maitland.

By the death of Professor Maitland the bar of England has lost its brightest ornament. To many an average successful practitioner he was probably no more than an obscure member of the junior bar, who did not count because he was eccentric enough to abandon practice for learning and professorship, and to merge himself in the ruck of Cambridge dons. But he was never merged in any ruck, and it was only in the sight of the unwise that his going away from us was taken for destruction. He went away with a purpose, which he manfully and brilliantly achieved. And now for many years the leading lawyers of both branches of the profession, benchers of the Inns of Courts and members of the Council of the Law Society (to their honour be it said), have been led to recognize him as a supereminent authority upon matters of learning connected with law, and especially with the history of English law, and freely to give of their time and money to promote the publication of the results of his singular erudition. And not only in England, but in France, Germany, Italy, Switzerland, Poland, Russia, the English Colonies, and especially the United States of North America, his works were read with avidity and fascination wherever learned lawyers and historians are to be found. It may be said, without exaggeration and without disrespect, that if some fell pestilence were suddenly to sweep away every living person who holds high judicial office, the loss would be less serious to the world than that of this single and modest member of the junior bar. These others are specimens, fine or brilliant, of a species of garden plant of which the output is perennial, and they could be replaced effectively, if less brilliantly: he was a rare plant which flowers but once or so in a century, and there is no one to take his place.

And while no one can replace him, no lawyer who knew him well can doubt that he would have discharged the duties of any judicial office without difficulty and with distinction; in fact, the higher the office the better he would have filled it. As Master of the Rolls he would have been excellent both as appellate judge and as keeper of the records; but as Law Lord and member of the Judicial Committee, he would have shown a consummate intimacy with all systems of law within the British Empire equal to, if not greater than, any which has graced that high office since it was charged with such responsibilities. For it must not be forgotten that he was a well-trained practical lawyer before he went back to Cambridge. Successively the pupil, and "devil," first of Mr. J. B. Dyne and then of Mr. B. B. Rogers, he was versed in all the technicalities of conveyancing and the nature of court practice; and he knew and enjoyed all the humours of the way of a judge with counsel, the way of counsel with a witness, the way of a conveyancer with a draft, and the way of a rogue with a fool. He owed much to that training; for all his work—legal, historical, literary, or practical—was marked with as keen a sense of the issues and as sure an instinct for the main issue as could distinguish the best judge on the bench. Without this even his imagination and wit could not have made the fourteenth century lawyers live again as they live in the pages of, and introduction to, his Year-Books.

But before this practical training he had taken the impress of his future career in a wide and sound education in philosophy and theoretical law. After a classical education at Eton, he turned to philosophy at Cambridge, and was senior in the Moral Science Tripos, and a first class in the Law Tripos, and Whewell scholar in international law. A quick worker and facile linguist, he found time during his ten years' apprenticeship and practice at the bar to make himself acquainted with the work and research of foreign jurists and law schools in Germany, France, and America. The outburst of codification in Germany to suit the needs of the new German Empire offered a particular attraction to the historical student of law—an attraction which never ceased, for one of his latest addresses was on the new German Civil Code, in which he contrasted the slovenly bewilderment of English legislation with the masterly practical work of the German lawyers and Parliament.

The turning point of his career came when he happily accepted the readership in Law at Cambridge in 1884, and left practical work at the bar. Formally he was to teach undergraduates the elements of law, and many a dull dog might have done this, and done it well, and yet have subsided into the ordinary don of the schools and university gossip. But Maitland's imagination seized the opportunities of the situation, and his practical ability enabled him to turn his comparative leisure to splendid account. In three years time the charm of his personal influence, and faith in his ability, induced his London friends and admirers to found the Selden Society "to encourage the study and advance the knowledge of the history of English law." It was named after John Selden, the great seventeenth century lawyer, after whom, more than any one else, Maitland may be said to have modelled himself. To the mass of detailed knowledge of Coke, Selden brought much of the broad generalisations of Bacon, and a quickening application of both to the problems of his own time. He was not only the writer of the History of Tithes and other learned books, but a trusted adviser of the Parliamentary party and the reputed draftsman of the Petition of Right; and his motto, "περὶ παντὸς τὴν ἐλευθερίαν," was adopted as the motto of the society: a motto which may seem strange without the reminder that the most important aspect of the history of English law is the history of liberty, and that Selden himself had to do penance for daring to write his History of Tithes. We laugh at this now, but it has its modern counterparts; and Maitland had in later days to suffer the pain of seeing the Privy Council and English executive governments make mincemeat of the Petition of Right. The clerical terror was gone, but the imperial frenzy had taken its place, with its motto of "περὶ παντος τὴν τυραννίδα."

The first volume of the publications of the society came from his pen in 1888—Select Pleas of the Crown, 1200—1255, the epoch-making opening of a series of twenty-one volumes already published which are probably as remarkable a set of legal treatises and historical documents as were ever produced within the like period. Eight of them were his own work, while of the rest every sheet passed under his supervision either in manuscript or proof, and often in both; and it is no detraction to the other learned editors to say that their volumes rose or fell in excellence according as they had the will and the power to be amenable to his example and suggestions—suggestions always so delicately put forward that they could be accepted with self-respect or rejected without offence.

The work done for the society alone was colossal; but it was far from all. Before the society was founded, he had published

on his own account Gloucester Pleas and Bracton's Note Book on similar lines; and his reputation at Cambridge had advanced so rapidly that in 1888—the year of the publication of Select Pleas of the Crown—he was appointed to the Downing Professorship of the Laws of England, which carried with it a fellowship at Downing and a house there, which was his home until his death. From the day that he took up his residence there, that house became the centre of a universe of its own, a sort of regenerating furnace or power station, into which went the substance of all legal and historical learning and research of his own country and the Continent and America, and from which proceeded revivified products of power and light which invigorated and illuminated the best minds of all those countries. The History of English Law, the Canon Law in England, English Law and the Renaissance, Domesday Book and Beyond, Manor and Borough, the Selden volumes, the Life of Leslie Stephen, and constant contributions to the *English Historical Review*, the *Law Quarterly*, and other English and foreign periodicals, and a noteworthy contribution to the Cambridge Modern History on the Elizabethan Reformation, bore witness to his literary activity.

All this time he was not neglecting his academic duties, but taking them very seriously. Lectures were punctual and brilliant, and the teaching of the Law School and the History School was improved. His persuasiveness, patience, humour, and practical ability made him a leader of men, and raised up a band of devoted adherents to his views of the functions of the University, and in these matters Downing under him quickly took the lead over Trinity, Trinity Hall, and other colleges. And more important, perhaps, than all these, he had the faculty of stimulating and training students and inspiring them with ambition on his own lines. There was hardly a boy or girl undergraduate who attended his lectures without coming away an enthusiastic admirer. Three of his most successful pupils may fitly be mentioned: Miss Mary Bateson, the editor of the Leicester Records and the Borough Customs, and destined, but for her early death, to be the editor of the Cambridge Mediæval History; Mr. Smuts, the well-known Transvaal lawyer, who rose to be a general in the Boer War, said to be the most brilliant lawyer graduate who ever passed through the Cambridge law schools; and Mr. Turner, his own coadjutor in the Year Books and editor of the Forest Pleas. Nor was his ready assistance confined to his own pupils or Cambridge students; any genuine student, any anxious possessor of a difficult manuscript who would apply to him, was sure of a thoughtful and helpful reply. In pursuit of MSS. he was also frequently in London, and keeping touch with his old friends and companions at the bar, to whom his brilliant wit and personality were a source of perennial charm.

Of the domestic and social charm of his household it is not fitting here to speak, nor of his private life. But for the encouragement of others it should be said that all this marvellous tale of work was carried out under a physical constitution always delicate, and for the last seven or eight years so broken that he was obliged regularly to winter out of England, and that, even when in England, he was often laid up. But nothing daunted him; he was always "young in heart, high-souled." From his bedside would come corrected proofs, letters scribbled in pencil or dictated when even a pencil was beyond his power. He ultimately fell a victim to the English climate and to the spirited conscientiousness which would not allow him to keep the Professorship unless he delivered annually his full tale of lectures. The University was generous in offers, but he would not accept them; and he often returned too early in the spring or left too late in the autumn to get the full benefit of his winter change. Pneumonia caught him on his last voyage out, and in his end he may perhaps best be described in words from Thomas Hardy's most pathetic poem as

> "One, frail, who bravely tilling
> Long hours in dripping gusts,
> Was mastered by their chilling:
> And now—his ploughshare rusts."

Happily he lived to be appreciated, and some honours were conferred upon him. He received the degree of doctor from several universities, British and foreign; he was made an honorary fellow of Trinity College, Cambridge, and an honorary Bencher of Lincoln's Inn. The proffer of an honour, which he did not accept, is perhaps the most remarkable evidence of his versatility—viz., that of the Regius Professorship of Modern History, in succession to Lord Acton. That is enough to dispose of any judgment that he was but a legal antiquarian; but he preferred to remain true to his profession, and has so cast a lasting glamour over the Downing Professorship of English Law. It is in Lincoln's Inn or Cambridge or Gloucestershire that he should rest; but to the Grand Canary must go the feet of would-be pilgrims to his grave.

> "For there his earth-forgetting eyelids keep
> The morningless and unawakening sleep."

Is a Disseisor of Land Bound by Equities Incumbent on the Disseisee?

II.

(A criticism of the case of *Re Nisbet and Potts' Contract* (Farwell, J., 1905, 1 Ch. 391; C. A., 1906, 1 Ch. 386).)

The reader of the previous number of this journal will remember that in the above-mentioned case Farwell, J., and the Court of Appeal, consisting of the Master of the Rolls and Lords Justices Romer and Cozens-Hardy, held that a disseisor of land is bound by restrictive covenants affecting it in the hands of the disseisee; while the writer ventured, with great respect to those learned judges, to question the correctness of their decision. The writer submitted that, as equity acts *in personam*, all trusts, equitable interests, and other equities are of the nature of *jura in personam*, not of *jura in rem*; that is to say, they are truly of the nature of *obligations* running to a limited extent with land, and are not really proprietary rights at all. And he submitted that the point at issue was to be determined by the answer to two questions: (1) Is a disseisor subject to a *trust*? (2) Are the rights given by restrictive covenants essentially different in their nature from the equitable estates conferred by a trust, or are they of the same nature exactly—*i.e.*, no more than equitable *obligations* incumbent on some, but not all, of the *persons* to whose hands the land may come, and not proprietary rights at all? And in the preceding article the writer cited authorities and put forward arguments in support of the proposition, which he respectfully maintains, that a disseisor of land is *not* subject to any trust which affected it in the hands of the disseisee.

We will now proceed to discuss the second of these questions—namely, Do restrictive covenants confer an equitable interest of a nature different from that of trust estates? Do they confer a true proprietary right, while trust estates are in truth only equitable *obligations* running with land—that is, enforceable against some, but not all, owners thereof? Surely the question only requires to be stated in this form to be answered in the negative. Of all equities, an express trust imposed on the owner of land to hold it for the use of another in fee is the most powerful, the most intense, and the most adverse to the owner's legal right. The true analogy is not between restrictive covenants and legal easements, but between such covenants and *equitable* easements, the sort of right that a man gets under a contract for value in writing, not made by deed, that he and his heirs shall have a right of way or light over neighbouring land. In such case there is no question that he obtains an easement *in equity* under the doctrine that what ought to be done shall be treated as accomplished, and that, until it is done, the landowner shall be held to be a trustee of the easement for him. But it is surely equally certain that this trust estate is of the same nature exactly as a trust estate in fee in the land itself. How can the part be greater than the whole? A disseisor takes subject to legal easements because the law regards them as things actually carved out of the fee, as incorporeal hereditaments enjoying an independent existence, as proprietary rights severed from the corporeal inheritance. He has only got

possession of that; if he is to get such things as well, he has a further process in the nature of taking possession still before him; he has to oust the owners of such incorporeal hereditaments from the physical exercise of their rights. It is submitted that an equitable easement stands on an entirely different footing; that it is truly *jus in personam*, an equitable *obligation* only; is only an equitable *interest* by virtue of the doctrine of constructive trust, and is no more incumbent on a disseisor than any other trust.

Now, restrictive covenants, so far as they give rise to an interest in land, are analogous to an easement, for it has been held that there must be a dominant as well as a servient tenement: *Formby* v. *Barker* (1903, 2 Ch. 539). But how can they possibly be of a different nature from *equitable* easements? It is now definitely established that at law the burden of them does not run with the land charged, but that as interests in land they take effect in equity alone: *Austerberry* v. *Oldham Corporation* (29 Ch. D. 750). In enforcing them equity acts *in personam*, as in all other cases; and it is respectfully urged that they must be of the same nature as trusts and other equities. It is also respectfully contended that Lord Justice ROMER's remark that the covenantor cannot be considered as coming under any trust was mistaken. Surely in the case of restrictive covenants the covenantee obtains an equitable *interest* in the lands designated only by virtue of the doctrine that, to the extent to which the landowner has promised to observe the restriction, he is a trustee of the land for the covenantee's use. It is submitted that the very idea of an equitable estate or interest depends on this doctrine of constructive trust, and that whenever a covenantor has undertaken any duty relating to land, equity holds that, in favour of the covenantee, the duty is to be treated as already performed, the covenantee is to enjoy the like advantage as if it were at once or effectively performed, and the covenantor is constructively a trustee of the land to give to the covenantee the benefit of the obligation undertaken. This cannot possibly be disputed in the case of agreements to sell, lease, or mortgage land, or agreements, not made by deed, to grant easements or other incorporeal hereditaments thereover. With great respect to the learned judges who decided *Re Nisbet and Potts' Contract* the writer maintains that it is absolutely impossible that the equitable interest conferred by restrictive covenants should rest on any other footing or be of a different kind. It is true that they all with one accord cited Sir GEORGE JESSEL's remarks in *Gomm's case* (20 Ch. D. 562, 583) as establishing that restrictive covenants *bind the land*. But in courts of equity it is very common to say that a covenant or an agreement binds the land, when it is specifically enforceable against the landowner's heirs and his assigns other than purchasers of the legal estate for value and without notice; and when such expressions are employed, they are used with reference to the well-established nature of equitable estates, and it is never intended to imply that a true proprietary right, directly enforceable against the land itself and available against all possessors thereof whomsoever, is created. It is submitted that Sir GEORGE JESSEL was perfectly well aware of the distinction between legal ownership and equitable interests; and it is to be observed that in the passages cited from his judgment in *Gomm's case* he spoke only of *purchasers from the covenantor* as being bound or not by the equitable burden, according as they had or had not notice thereof, and he was not adverting to the question, whether other persons than the covenantor's *assigns* (whether in the *per* or the *post*) would be affected by the equity, which the covenants had raised.

The writer then respectfully submits that it was wrongly decided in *Re Nisbet and Potts' Contract* that the restrictive covenants were enforceable against the land in the hands of the disseisor and his successors in estate; not because the covenantee's title was extinguished by the Statute of Limitations, but because the law is that a disseisor is not bound by any trust incumbent on the disseisee; because restrictive covenants can only confer an equitable *interest* in land under the doctrine of constructive trust; and because if a disseisor be not bound by an express trust of the whole estate in the land, he cannot be affected by a trust of part of that estate or by any inferior equity. And it is further submitted that, when the successor in estate of the covenantor in respect of the restrictive covenants was ousted, the covenantee's only remedy was in equity to compel him to proceed to recover the land to the covenantee's *use*—that is, to the extent that the covenantor had contracted to give him an estate or interest *in the use* of the land. The reader will observe that, to maintain the above propositions, it is not necessary to dispute the Master of the Rolls' conclusion that the Statute of Limitations did not extinguish the covenantee's equitable *title*, because that Act only extinguishes the title of persons entitled to rights of entry on, or action to recover, land. It may be admitted that the equitable right to compel a trustee to enter or take action is not the same as a legal right of entry or action actually exerciseable in the covenantor's own person. But it is submitted that, if the covenantor's title was barred by the statute, and the covenantee had no *remedy* against the disseisor, the continuance of the covenantee's equitable *right* was no objection to the vendor's title; for, as the vendor contended, it did not bind the land in his hands or in the hands of a purchaser from him.

The writer would also submit that the question how far a *cestui que trust* can be barred by the extinguishment, through adverse possession, of his trustee's title, is not to be determined on a superficial view of the hardship accruing to him, but that the original nature of trusts and trustees' ownership ought to be carefully considered. It is quite consonant with the spirit of English law that a *cestui que trust* should occasionally suffer for the trustee's fault. When a trustee is invested with the possession of land or goods, he is held out to all the world as the ostensible owner; he alone is liable to the legal obligations attaching to the property. The *cestui que trust* escapes these burdens, while he has a secret right, originally resting in confidence only, but afterwards enforced of the royal grace and favour under the extraordinary jurisdiction of the Court of Chancery, to take the profits. Thus a trustee of shares, not fully paid up, in a company is alone liable to pay the calls. A trustee of leaseholds is alone liable for the rent and covenants. If the law permits the *cestui que trust* to enjoy these advantages it is not unjust that he should accept the risks of the position so created. This is, of course, the reason why a purchaser from the trustee of the legal estate or interest in the trust property, without notice of the trust, is not bound thereby. The writer submits that it is equally just that the *cestui que trust* should take the risk of the trustee's disseisin. If a man wants complete legal protection, let him acquire a true proprietary right, with its incident liabilities, for himself. If he wants an easement, let him take a legal easement created by deed, and not rest content with an informal and unsealed writing, though given for value. If he wants to purchase land, let him take a conveyance, and not a mere contract of sale. In these cases it is easy to see that there has been some lack of diligence on his part, some disposition to rest content with less than the entire legal right. In the case of restrictive covenants, however, it is true that there are no means at all by which they can be made effective at law. But it is submitted that this only proves that the equity raised thereby is weaker and less intense than equitable estates or easements analogous to legal interests; and if the stronger equity is barred by the landowner's disseisin, surely the weaker cannot prevail in spite of it!

If this view be well founded, it may throw some light on the question discussed, as above mentioned, in Lewin on Trusts and Darby and Bosanquet's Statutes of Limitation. If a dispossessed trustee of land be under disability in his own person or entitled in remainder, it will not be disputed that the *cestui que trust* shall take the full advantage of the fact. Can it be consistent that he should be allowed to reap the further advantage of his own personal disability or title in remainder as well? As we have seen, he has no true right of entry or action in his own person, but only the equitable right to compel the trustee to enter or sue. The author of the trust has been content to entrust his land to an ostensible owner. Has he not elected that his own or the *cestui que trust's* title shall stand or fall with that owner's title?

T. CYPRIAN WILLIAMS.

The Secretary of State for the Colonies has, says the *Times*, received a telegram from the Governor-General of Australia stating that the Commonwealth Copyright Act, 1905, and the Designs Act, 1906, came into operation on the 1st of this month.

Reviews.

Books of the Week.

The True Way to Simplify our Land Titles and Improve our Land Taxing System: The Torrens System of Land Transfers, the German System of Titles and Taxation, and other Land Title Systems as Related Thereto. By JOHN T. KENNEY. Madison, Wisconsin.

Correspondence.

The Proposed Committee.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I venture to urge my fellow members of the Law Society to vote at the approaching poll in favour of the resolution submitted to the recent special general meeting.

The Council does not oppose the appointment of the proposed committee, but, on the contrary, by arrangement with the requisitionists, nominated four of its members to serve upon it.

The matters which it is proposed that the committee, if appointed, shall consider are of great importance. The appointment will not pledge the committee to adopt any of the proposals mentioned in the resolution, but only to consider and report upon them.

If the motion is rejected, the public (however mistakenly) will be induced to suppose that the Law Society is indifferent to precautions against frauds on the part of solicitors.

JOHN GRAY HILL.

10, Water-street, Liverpool, Jan. 1.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—It is to be hoped that the members of the society will make a point of attending and recording their votes at the poll to take place on the 7th, 8th, and 9th of January, and by an overwhelming majority confirm the decision of the special meeting held on the 14th inst. rejecting the resolution proposed by Mr. Bertram, a solicitor of thirteen years' standing, and seconded by Mr. Hills, a solicitor of nine years' standing.

All thoughtful men must deplore that the Council were compelled to convene the recent meeting. It was obvious that it would provoke mischievous discussion, and could lead to no useful or practical result. Had the requisitionists been able to propose anything definite and enforceable, it was open to them to do so, and, if they thought there was magic in a committee, they were numerous enough to form one from their own body, but they recklessly resorted to publicity, without any possible advantage from it. They appear to have made the common mistake of basing their view on what they deemed feasible in their own business, without realizing that there are some businesses larger than theirs, and an enormous number infinitely smaller. They might have remembered that one last will not do for all boots.

It has, I believe, been suggested that some few solicitors should make themselves ridiculous by assuming Pharisaical superiority, and forming a special body of their own; but it may be doubted whether it would be attractive or satisfactory for them to put up in their office, or elsewhere, a notice to this effect: "We have precautions against our defrauding our clients, and for discovery of any fraud we may commit." It might be well to remind these gentlemen of an old French proverb. Neither of the cases which have made us all indignant can by any possibility be attributed to erroneous accounts. Each case was one of deliberate misappropriation of money—it may be, as in most cases of embezzlement by officials or clerks, with the vain hope of being able to reinstate, but not the less criminal. Any discovery by audit would have been after the event, and it is by no means certain that an ingenious and unscrupulous culprit would not have succeeded in misleading an auditor. Thus, the suggested select body would not afford complete security, and one of the body might prove a delinquent. But the Law Society can have no voice in any scheme for the formation of a special body. The Law Society must consider the interests of its members generally, irrespective of the views of a comparatively small number.

It would doubtless be desirable for all solicitors to have adequate capital and to be prosperous; but this cannot be accomplished by rules of the Law Society or by Act of Parliament. There are, I believe, about 18,000 certificated solicitors—many of them with very limited professional practice. Several hundreds have been admitted within the last year, and few of them, if they commence to practise on their own account, can look for any substantial professional income for some time to come. But it is to be feared there are a very considerable number of solicitors who are impecunious—who have no money of their own, and are not likely to have any money of their clients. It is suggested that these men, who may have been guilty of no professional misconduct, are to be debarred from endeavouring, by honest industry, to support themselves and their families, and from endeavouring to retrieve their position; and are they to be branded as untrustworthy? Poverty is not a crime, and it seems ridiculous to suggest that any Act of Parliament could be seriously proposed dealing differently with solicitors from any other British subjects. It is not the province of the Law Society—it cannot be desired by any right-minded man—that an unfortunate but well-conducted solicitor should be crushed.

Mr. Bertram, in moving the resolution, perhaps for obvious reasons, said little on the professional bearing of it, but dwelt on his impression, formed during an experience of a few months, that, notwithstanding the presence of himself and colleagues, many members of the House of Commons view solicitors with disfavour. Mr. Hills, in seconding the resolution, adopted the same line.

The first suggested subject of inquiry was "The methods in which a solicitor should keep the accounts of himself and his clients, and the audit thereof." All are agreed that a solicitor should keep accurate accounts of his own transactions. Also accurate accounts of his clients, if he has any such accounts to keep. Further, all agree that if he holds clients' money, he should place it to a separate banking account, and not directly or indirectly make any use of it. All also agree that if there is anything to audit there should be periodical audit. But any rules of the Law Society dealing with these matters must necessarily be drastic and hard-and-fast rules, which must apply to all cases, great and small, and whether such provisions would be suitable or not. It is ridiculous to suggest that such provisions should be applied to very trivial cases which daily arise. The result of imperative rules would necessarily be greatly to deplete the members of the society. Some could not, and some would not, comply. Men will not voluntarily subject themselves to fetters and inquisitiveness from which others are free. In the result, the Law Society would certainly be greatly weakened, and might meet the fate of a house divided against itself.

The second suggestion in the resolution is somewhat remarkable: "The keeping and audit of trust accounts." I should have thought that every solicitor—every articled clerk of six months' standing—indeed, every man of business—knew how trust accounts should be kept. It is somewhat difficult to understand why this matter should be supposed specially to apply to solicitors. In my experience, complicated trust accounts are usually kept by accountants. At all events, every solicitor knows that trust funds should not only be kept separate from his own funds, but also from other trust funds—and every solicitor knows that he is liable to punishment if he misapplies them. It is, I think, to be regretted that of late solicitors have so often allowed themselves to be appointed trustees. It is, in every view, better for the solicitor to be the adviser of the trustees rather than one of them. There should doubtless be an audit of trust accounts when there is anything to audit—in many instances there is not. But the Law Society can hardly make rules to be observed by trustees generally, and I suppose there are few cases in which a solicitor is the sole trustee.

The third suggestion in the resolution—"The conduct of professional business"—is so vague that it is impossible to understand what is pointed at, and no explanation was given at the meeting. It seems sufficient to say that the Law Society has, and exercises, power to deal with all cases of misconduct.

But the climax of absurdity is reached when we come to the fourth suggestion—"The formation of a guarantee fund." This suggestion is also beautifully vague, but I do not suppose any one seriously contemplates a mutual guarantee. It is clear that there are many members of the society, and of the profession, whom no insurance company, or other body would guarantee. Is it supposed that any one would voluntarily submit to an inquisitive investigation, with a view to reporting to a board of directors as to the degree of risk? The only estimate I have ever heard of as to the premium which would be charged in a particular case of the first class was that it would amount to several thousand pounds per annum.

It is to be borne in mind that there is no obligation to employ or trust any particular solicitor. There are thousands of highly-competent solicitors of undoubted integrity and responsibility. If clients heedlessly employ untrustworthy stockbrokers, bankers, auctioneers, solicitors, or other agents, they have only themselves to blame. There is no difficulty whatever in making a suitable selection.

I think the bugbear of an Act of Parliament may be disregarded. It would be wholly unprecedented. But, after all, it would be better than unenforceable rules from which the greater number of solicitors would be free.

I should perhaps add that neither of the suggestions (except the guarantee) would in any way affect or inconvenience me. My sole object in troubling you is to prevent, if possible, serious injury to the Law Society, and with that object I venture to urge members of the society to record their votes against the proposed resolution.

AN OLD MEMBER OF THE LAW SOCIETY.

London, Dec. 27.

We have received other letters on the above subject, but our space is insufficient for the insertion of them in full. Mr. J. W. White, LL.D., says:—

"Professional experience has shewn me that the most elaborate accounting, the most exacting audit, and the existence of a guarantee, do not prevent dishonesty. In banks and great public companies all these supposed safeguards generally exist, and yet dishonesty is not prevented. As to the threatened legislation, let it come, but let it be made applicable, not to solicitors as a special class, but to all who act as agents, bankers, brokers, or trustees, or who, in any capacity, have possession or control of other people's money. Do not let us forget that a solicitor, as such, has no business to possess or control any money belonging to any client, except for very temporary purposes. He may be a trustee, an agent, a broker, a banker, and hold money in any of those capacities. But thousands of solicitors never act in either, and why they should be called upon, as a class, to guarantee other solicitors who do, is more than a plain man can conceive. Personally I never hold trust moneys for clients. Why should I guarantee the old-established family firms, whose trustee clients employ them, not merely as solicitors, but also as bankers, estate agents, etc.? To sum up, bad accounting, absence of audit and guarantee have not produced, or contributed to produce, the crimes complained of, nor will regulations as to accounts, audit, and guarantee prevent such crimes in the future. It is, therefore, idle, and a mere hoodwinking of ourselves and the public, to appoint a special committee to investigate matters which have no effect on the crime complained of."

Mr. A. F. O. Walbrook, after criticizing the terms of the resolution, says:

"In conclusion, while appreciating the desire of the requisitionists to assist in stopping what we all deplore, I cannot help thinking that their action is hasty, their resolution ill-judged and ambiguous in its terms, and calculated to lead a committee appointed under it astray on side issues. If, instead of a cut-and-dried resolution, which even its sponsors do not seem very proud of, they had put their proposals in the form of a series of resolutions more nearly applicable to the points really at issue, I think they would have had a larger measure of support. Had the requisitionists asked for a committee to consider, in the interests of the members of the Law Society, whether any, and if any, what, suggestions could be adopted to safeguard the interests of clients against any individual dishonesty on the part of a solicitor; whether those suggestions or any of them should be embodied in the rules or bye-laws of the society; to consider the question of the keeping of the accounts of trust estates, and to make suggestions thereon (audit, to my mind, is part of keeping accounts)—they could, I think, have framed a set of resolutions which would better have effected their object, would not have been so likely to fetter a committee, and would have met with more general support from the members of the society. In a circular, dated the 29th ult., the requisitionists say: 'A refusal on the part of the society to appoint a committee cannot but convey a most unfortunate and disastrous impression.' These words do not come with good grace from the movers of the rejected resolution, and I do not think it is fair to ask the members of the Law Society to support a resolution for no other reasons than that the grounds of its refusal might be misconstrued. What matters is, not the acceptance or refusal of the resolution, but the reasons for its acceptance or refusal, and if, while the aims of the movers are sound, the resolution is refused on good grounds, the matter can be put right with but little delay; but panic is not necessary. It is unworthy of the members of a great profession, a profession of which it is expected that its actions shall be judicious and considered, to be indulging in hysterics."

Solicitors' Accounts.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the correspondence on this subject, both in your columns and in the non-professional Press, it appears to be assumed by many that a solicitor who does not keep two banking accounts is, if not dishonest, at any rate in great peril of becoming so. Will you allow me to say a few words from the other point of view?

It is admitted that the double banking account is no guard against the wilfully dishonest man. It is however, said, with perfect truth, that it is of the utmost importance that a solicitor should know exactly how much of the money in his hands is his own, and how much is his clients. I agree, and should indeed be most unhappy if I was not in a position to ascertain this in a few minutes from an inspection of my firm's books. I do, however, contend that if books are properly kept, there is no need for a separate banking account, which leads to cross entries and many complications.

My firm has, for some generations, kept a cash book with double columns, by means of which the entries of receipts and payments for and on behalf of clients are kept quite distinct from the entries in respect of office receipts and disbursements, and with this system there is not the smallest difficulty in ascertaining at once how much of the banking balance belongs to the clients. Of course, no honest man would draw money out of the business without ascertaining that there was a sufficient balance to meet the liabilities to clients and provide for current outgoings, and *ex hypothesi* the second banking account is no protection against the dishonest man.

There are, I think, two cases where a separate banking account is either necessary or desirable.

First, where the solicitor requires for the purposes of his business an overdraft from his banker, and in this case it is absolutely essential that he should have, not only a separate account, but a separate banker; and by an overdraft I mean any drawing in excess of the moneys of his own which have been paid into the account.

Secondly, where a solicitor carries on business alone, and uses the account, not only for his business, but also for his domestic and personal expenditure. In this case I should think it would be difficult, though probably not impossible, for him to keep his books so as to shew clearly how much of the banking balance belonged to his clients.

In conclusion, allow me to add that I believe the great cause of the unhappy events that have occurred is the fact that so very many solicitors do not confine themselves to their professional work, but are in effect moneylenders and financiers.

A CITY SOLICITOR.

CASES OF LAST SITTINGS.

Court of Appeal.

ATTORNEY-GENERAL *v.* **MERSEY RAILWAY CO.** No. 2. 4th Dec.

RAILWAY COMPANY—OMNIBUS SERVICE—PASSENGERS—INCIDENTAL POWERS—ULTRÀ VIRES.

This was an appeal from a decision of Warrington, J. The case raised the question whether a railway company, having the usual and ordinary powers, statutory and special, of a railway company, is entitled to carry on, as ancillary to the general purposes of its railway undertaking, the business of omnibus proprietors, involving not merely the carriage of passengers in connection with and for the purposes of the railway system, but also the carriage of a large proportion of what are known as "pick-up" passengers. The action was brought by the Attorney-General, at the relation of the mayor, aldermen, and burgesses of the borough of Birkenhead, against the Mersey Railway Co., claiming a declaration that it was beyond the powers of the defendant company to carry on the business of omnibus proprietors, and to run, ply for hire, or work omnibuses between Claughton and Central Station in the borough of Birkenhead, and to carry passengers between those or intermediate points in such omnibuses, and to run, ply for hire, or work omnibuses for the purpose of carrying passengers in any of the streets, roads, or highways within the borough, and that in doing such acts the company were acting *ultrà vires*. They claimed an injunction to restrain the company from acting as aforesaid. They further claimed a declaration that it was beyond the powers of the company to use their funds, or any funds belonging to their shareholders or borrowed by the company, for the purpose of working omnibuses as aforesaid. The facts were that the Birkenhead Corporation owned the steam ferry plying between Birkenhead and Liverpool, and they had a ten-minute tramway service running in connection with the ferry. The corporation were stockholders in and possessors of debenture stock of the defendant company. The defendant company were incorporated under the Mersey Railway Acts, 1866 to 1900, for the carriage of goods and passenger traffic by rail. Pursuant to the powers of their Acts the company had constructed a railway from Liverpool under the River Mersey to a station at Hamilton-square, in the borough of Birkenhead, and thence in a southerly direction to Central Station, Green-lane, and Rock Ferry, and in a northerly direction to Birkenhead Park. They originally ran steam trains, but about three years ago instituted a service of electric trains instead. Their stations were all within the borough. It appeared that last December the company instituted and had since maintained a service of motor omnibuses for passengers, running every six minutes between Central Station and Claughton in the borough, and picking up passengers at eight several stopping stations, at penny and halfpenny fares, thereby (it was alleged) carrying on an ordinary pick-up

traffic business. They had, since the commencement of their motor service, increased their traffic and added to their route. Their Acts empowering them to construct their railway contained no express power authorizing them to carry on the business of omnibus proprietors. Under the statutes regulating the corporation of the borough of Birkenhead, omnibuses within the borough were required to be licensed, one condition of the licence being that the licensees were bound to convey any passenger so long as there was room on the omnibus, whether he was taken up at a station or not and whether he was going to a station or not. The result was that, if the railway company were authorized to carry on a system of omnibus service in connection with their Central Station, it must not be confined to the carriage of passengers from and to their stations, but must be open to passengers generally. Warrington, J., came to the conclusion that the omnibus business of the Mersey Railway Co. was not incidental to or consequential upon their business as a railway company, and the plaintiffs must therefore succeed. He made a declaration in the terms of the statement of claim that it was beyond the powers of the defendant company to carry on the business of omnibus proprietors and to work omnibuses for the purpose of carrying passengers within the borough of Birkenhead, and that in doing so the company were acting *ultrà vires;* and he granted an injunction, with, however, a stay pending appeal, restraining the company from so acting. The defendant company appealed.

THE COURT (VAUGHAN WILLIAMS and FLETCHER MOULTON, L.JJ., BUCKLEY, L.J., dissenting) were of opinion that the appeal ought to be dismissed, but that the order as it stood was too wide and ought to be varied.

VAUGHAN WILLIAMS, L.J.—Lord Halsbury begins his judgment in *London County Council* v. *Attorney-General* (50 W. R. 494; 1902, A. C. 165) by saying: "It appears to me that, as far as any question of general law is involved in this case, the whole ambit of consideration that arises has been completely traversed by the two cases of *Ashbury Railway Carriage and Iron Co.* v. *Riche* (24 W. R. 794, L. R. 7 H. L., 653) and the *Attorney-General* v. *Great Eastern Railway Co.* (27 W. R. 759, 5 A. C., p. 473), and I do not think that much can be gained by going through each individual topic of it, because I think now it cannot be doubted that those two cases if we look at them do constitute the law upon the subject. It is impossible to go behind those two cases. They are now part of the law of this country, and we must acquiesce in them, whether we like them or not." I certainly do not like the application of this part of the law to the present case. No one will, in my opinion, be hurt by the running of these motor-omnibus carriages for the convenience of those who have travelled or propose to travel as passengers by the railway which runs under the Mersey, nor is public convenience interfered with because these motor-carriages carry passengers who are travelling for intermediate distances on the route to and from the railway station to and from the point in some district to which these motor-omnibus carriages respectively run. It is difficult also to avoid the conclusion that the Corporation of Birkenhead, who have set the Attorney-General in motion in this case, have been actuated rather by a desire to gain an advantage over a company which is competing with the municipal trading of the corporation than by any sense of public convenience or public welfare. Still, the law must be applied as it is constituted by prior decisions. *The Ashbury Railway Carriage Co.* v. *Riche* certainly does decide that a corporation must shew something within the four corners of the Act of Parliament under which they are created to justify the assumption of the power which they claim to exercise, and the case of the *London County Council* v. *The Attorney-General* decided that the London County Tramway Act, 1896, which authorized the London County Council to purchase and work tramways, and "provide, place, and run carriages thereon, and to provide such horses, cars, fixed and moveable plant, harness, and apparatus as might be useful and convenient for working the tramways," gave the county council no power to purchase or run omnibus carriages in the streets of London, such a business not being incidental to the working of the tramways. Now, although the decision is based partly on the ground that the power given to the county council by the London County Tramway Act, 1896, expressly excluded upon its true construction that which did exist as a separate business under the earlier statute, and was not conferred, and obviously was not intended to be conferred, upon the London County Council, yet another ground of all these decisions was that the London County Council were carrying on two businesses, the business of a tramway company and the business of omnibus proprietors, and that for the one they had express power of Parliament and for the other no authority at all. Can the court in the light of these decisions regard the running by the Mersey Railway Co. of these motor omnibus cars which carry no small number of passengers, of whom a considerable proportion were, and are, passengers not boarding or alighting at stations of the defendant company, as the doing of something consequential on or incidental to the business of a railway company or the exercise by the company of its statutory powers? I think not. The difficulty of so holding is enhanced by the fact that the fares payable by the passengers are some of them fixed for journeys by passengers neither boarding nor alighting at stations of the railway company. The real position taken up by the defendant company is to say: True, the company does carry on the business of omnibus proprietors taking up and setting down passengers exactly in the manner and under conditions under which persons carrying on the business of omnibus proprietors conduct their business, but they carry on that business of omnibus proprietors *bonâ fide* for the purpose of giving the public facilities for reaching the railway station of the company or their destinations after travelling as passengers on the railway of the defendant company—and that the competition of the municipal ferry served by the municipal tramways converging at the landing and embarking stages of the ferry make it essential to the continued conduct of the railway business that the defendant company should afford such facilities for the user by the public of their railway under the Mersey competing with the ferry over the Mersey, and that the defendant company would prefer, if it were possible, which it is not, so to do, to carry by their motor omnibus system exclusively those boarding or alighting at stations of the defendant company. It is argued that in this state of circumstances we ought, having regard to the position of difficulty in which the railway company are placed, to hold the omnibus system consequential or incidental to the busines of the railway company, but I cannot persuade myself that an omnibus business so carried on is consequential on or incidental to the statutory powers of the defendant company in such sense as to bring the carrying on of the omnibus business within those powers. I think, however, that the court ought before confirming the order for the injunction to give the defendant company every facility for so modifying the mode of running their omnibus system as to bring it within their statutory powers. I think, therefore, we should postpone the confirmation of the order of Warrington, J., so as to enable the defendant company to modify their system and the court so to limit the terms of the injunction as to leave the railway company free to supply omnibus facilities for passengers going to or from their station. I do not know whether it would be more convenient to deal with the question of costs at this moment or whether we had better postpone doing that until we have received from the railway company a statement of the conditions which they think they can take upon themselves for the continuance of the running of this system of motor omnibuses.

FLETCHER MOULTON, L.J., delivered judgment to the same effect.

BUCKLEY, L.J., delivered judgment in favour of allowing the appeal.

The case stood over till the 14th of December, and on that day, after some discussion, the order of the court below was discharged (except so far as it dealt with costs) on the railway company giving the following undertaking: (1) To run their omnibuses to or from a railway station upon their line and in connection with trains upon their railway, and not otherwise, and to so advertise their omnibus service, and not to advertise or hold themselves out as carrying on a general omnibus business, or as carriers of passengers in their omnibuses otherwise than to or from one of their railway stations. (2) To make all fares charged in respect of their omnibus service fares to or from some one of their stations, and not to make or charge any separate fare between places neither of which is such a station. (3) To run their omnibus service as a service for railway passengers, and, as far as reasonably practicable, to confine their service to passengers to or from some or one of their stations. In accordance with the view held by the majority of the court, the order of the court below stood as to costs of the action there, and no order was made as to costs of the appeal.—COUNSEL, *Upjohn*, K.C., and *Shaw; Cripps*, K.C., and *Leslie Scott*. SOLICITORS, *Linklater, Addison, Brown, & Jones; F. Venn & Co.*, for *Alfred Gill*, Birkenhead.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—King's Bench Division.

THE GENERAL COUNCIL OF THE BAR *v.* **THE COMMISSIONERS OF INLAND REVENUE.** Bray, J. 18th Dec.

STAMP ACT—RECEIPT—COUNSEL'S FEES—STAMP ACT, 1891 (54 & 55 VICT. C. 39), S. 101, FIRST SCHEDULE.

This was a special case stated by the Commissioners of Inland Revenue, and raised the important question whether the acknowledgment given by counsel on payment of his fees must be stamped. The facts, and arguments of counsel, in so far as material are set out in the considered judgment of Bray, J. The First Schedule of the Stamp Act, 1891, specifies the instruments upon which duties are payable, and *inter alia* upon a "Receipt given for or upon payment of money amounting to £2 or upwards." Section 101 of the Act defines receipt as including "any note, memorandum, or writing whereby any money amounting to £2 or upwards, or any bill of exchange or promissory note for money amounting to £2 or upwards, is acknowledged or expressed to have been received or deposited or paid, or whereby any debt or demand or any part of a debt or demand of the amount of £2 or upwards is acknowledged to have been settled, satisfied, or discharged, or which signifies or imports such acknowledgment."

BRAY, J., in the course of his written judgment, said: The question was whether, when counsel after payment of a fee of £2 or upwards places his initials or name against the fee on his brief or at the foot of a statement of fees, the document was liable to stamp duty as a receipt. The question was important, as it might make all receipts for voluntary payments liable to stamp duties. [His lordship read the material parts of the Act set out above.] The contention of the Crown was that the documents which he had described were acknowledgments that money had been received. The appellants contended that they were not acknowledgments at all within the meaning of section 101. He did not feel any difficulty on the point as to whether they were acknowledgments. It was argued that the words "signifies or imports any acknowledgment" only applied to the second branch of the section and not to an acknowledgment of money received. He did not agree with that contention. Why did counsel put his initials or signature opposite the brief? He did so because he was asked by the solicitor to do so in order that the solicitor might satisfactorily prove to the taxing-master,

or to his client or the court, or perhaps to the Law Society, that he had paid the fees. He in effect asked the counsel to acknowledge the payment of the fees. Ord. 65, r. 27 (52), said that no fees to counsel shall be allowed (by the taxing-master) unless vouched by his signature. It was a voucher. What was a voucher but an acknowledgment that money had been received: *Attorney-General* v. *Carlton Bank* (1899, 2 Q. B. 158). It was further argued that it was not really an acknowledgment, but a document only intended to be shewn by one officer of the court—*i.e.*, a solicitor—to another officer of the court—namely, a taxing-master. That was still an acknowledgment of money received. But assuming it to be an acknowledgment of money received, was it an acknowledgment of money received within the meaning of section 101? The appellants argued that the words were very wide; they must have some limitation, and it would be reasonable to limit them to cases where receipt of money had relation to a legal obligation; and that counsel's fee was an *honorarium* paid without any legal obligation. There was no doubt that counsel's fee was an *honorarium*: *Re Le Brasseur & Oakley* (1896, 2 Ch. 487). The language of the present Act was repeated from the Act of 1870, but was not the same as that of the Act of 1815. *Tomkins* v. *Ashby* (6 B. & C. 541) was decided under that Act, and the ground of the decision was that all the words, including the word "paid," imported the discharge of an obligation, and that the Act did not include in its definition of the word receipt an acknowledgment that money had been deposited to be accounted for. Undoubtedly, under the Act of 1815 the acknowledgments given by counsel were not liable to stamp duty, because it was held that a receipt to be within that Act must have been given in discharge of a debt antecedently due; but section 101 of the Act of 1891 was differently constructed and contained additional words, and particularly the word "received," and was obviously intended to include cases which were not within the previous statute. He could not doubt that the words were wide enough to include the present case. A counsel's fee was within the words "any money," and as he had held that the writing was an acknowledgment, it seemed to him that it was an acknowledgment of money received if the word "received" was construed in accordance with its natural meaning. The natural meaning was the manifest meaning unless there was something to shew that it was not. It was argued that some limitation must be placed on the words, otherwise they would include a note or memorandum made by a man in his own book. That case, however, was clearly excluded because the schedule said "receipt given." That meant it must be a document given by the person receiving the money to some other person, presumably the person whom he had paid. Then it was argued that the word "received" must be read as connoting an obligation created or discharged, because the words "deposited or paid" in the same part of the section connoted such an obligation. He did not see that. The Legislature had used, in addition to the words "deposited and paid," a word, "received," which did not, according to its natural construction, connote an obligation. *Primâ facie* it had chosen that word intentionally, and he did not think he ought to construe it as connoting an obligation created or discharged unless there was some manifest reason for doing so. Was there such a reason? It was said that if he did not so construe it it would make all receipts for charitable gifts and subscriptions, and for presents, liable to duty. He was inclined to think that that was so if the documents were given as receipts, but the person making the gift or sending the subscription need not require a receipt, and in the cases of a present rarely did so. If he did so it was because he looked upon the transaction for some reason as a business transaction; it might be because he had to account to someone else and he wanted a voucher —*i.e.*, a business document. If so he did not see why the Legislature should not have intended to make those documents liable to stamp duty like a very large number of other business documents which are included in the schedule. It was said that it would include the case of a boy at school writing to thank his parents for sending him money if it amounted to £2 or upwards. He thought the Attorney-General's answer to that was sound, that if the letter was written as a record of the receipt of the money it ought to bear duty, otherwise probably not, because such a letter as a rule would not be intended as a receipt. On the whole, it seemed to him that he was bound to give the words "any money acknowledged to have been received" their natural meaning, and that according to their natural construction they included the present case. His judgment, therefore, must be for the commissioners.—COUNSEL, *Pickford* and *Bremner*; *Sir J. Lawson Walton*, A.G., and *Finlay*. SOLICITOR, *Solicitor of Inland Revenue*.

[Reported by MAURICE N. DRUCQUER, Barrister-at-Law.]

Societies.

Northampton Incorporated Law Society.

THE PROPOSED COMMITTEE.

The following resolutions were passed on the 2nd January, 1907: Resolved—That this council is of opinion that the appointment of the committee of inquiry proposed at the special general meeting of the Law Society, held on the 14th ultimo and since adjourned, be cordially supported, and suggest that those members of this society who can find it convenient should attend in London on the 7th, 8th, or 9th inst., and vote.

It was further resolved that a representation should be made to the Law Society as to an amendment of their rules so as to permit voting by proxy or post in case of a poll being at any time demanded.

Obituary.

Mr. G. Pitt-Lewis, K.C.

The death is announced of Mr. George Pitt-Lewis, K.C. He was educated privately, and was subsequently articled to his uncle, the late Mr. John Daw. He passed the solicitors' examination with honours, and subsequently studied for the bar and obtained a studentship. He was called to the bar in 1870, and went the Western Circuit, where he acquired a considerable practice. He was made a Q.C. in 1885, and in that year entered Parliament as member for the Barnstaple Division of Devon. He was Recorder of Poole from 1885 to 1904, and a bencher of the Middle Temple from 1892 to 1904. He was the author of a work on County Court Practice, and edited the ninth edition of Taylor on Evidence.

Mr. F. T. Aston.

Mr. Frederick Tucker Aston, of 61, Gresham House, Old Broad-street, London, E.C., solicitor, died on the 31st ult. at his residence, 1, Westfield-place, Surbiton, at the age of 69 years. Mr. Aston was admitted in Michaelmas Term, 1860, and was for seventeen years before his death clerk to the Worshipful Company of Gunmakers. He was also honorary solicitor to the Christ's Hospital Club and to the Oxygen Hospital, and was a Perpetual Commissioner and a Commissioner for Oaths for England and many of the Colonies and India. For about fourteen years he was chairman of the Surbiton Conservative and Liberal Unionist Association, and he was one of the oldest members of the Thames Sailing Club.

Legal News.

Appointments.

Mr. WALTER DURRANCE, solicitor, of Bradford, has been appointed Official Receiver for the Bankruptcy District of Bradford as from the 1st of January, 1907, in succession to Mr. C. L. Atkinson, resigned.

Mr. W. A. BILNEY, solicitor, of Temple Chambers, Temple-avenue, London, E.C., has been appointed a Justice of the Peace for the County of Surrey.

Changes in Partnerships.

Dissolutions.

The partnership of Messrs. LINKLATER & Co., of 2, Bond-court, Walbrook, London, E.C., expired on the 31st ult. by effluxion of time. Messrs. Joseph Addison, Harold Brown, H. Lacy Addison, Harold G. Brown, and Gerald L. Addison will continue in partnership as Linklater & Co., at 2, Bond-court, Walbrook, E.C.; and Mr. Cutler A. Jones will practise in his own name at 10, George-yard, Lombard-street, E.C.

JOHN EDWARD CRANSTON LESLIE and BASIL EDWARD HARVEY, solicitors (Leslie & Hardy), 17, Bedford-row, London, W.C. Dec. 31. The said Basil Edward Hardy will continue to carry on the said business under the same style of Leslie & Hardy. [*Gazette*, Jan. 1.

Mr. WILLIAM SHARP, solicitor, of 60, Watling-street, London, E.C., has taken into partnership Mr. JOHN LANGSTON MILLAIS BENEST, solicitor, of the same address, and they will, as from the 1st January instant, continue to practise under the style or firm of Sharp & Benest, at the same address.

General.

Mr. W. P. Dickins, who has been the vice-president of the Warwickshire Quarter Sessions for the past twenty-four years, retired on Tuesday, after having attended ninety-one quarter sessions out of ninety-five which have been held. The thanks of the county were accorded to him, on the motion of Mr. J. S. Dugdale, K.C., the chairman, seconded by the Marquis of Hertford. Mr. T. M. Colmore was appointed to succeed Mr. Dickins.

The creditors of Messrs. Graham & Son, of Abingdon, the firm of solicitors, a member of which, Mr. R. P. Graham, was recently found drowned, met, says the *Daily Mail*, on Tuesday and decided to wind up the affairs of the firm under a deed of assignment. The liabilities are £24,000 and the assets £6,000. Two other meetings were held, composed of the creditors of Mr. T. E. Graham and those of the late Mr. R. P. Graham. Most of the clients whose money was involved in the failure were represented at the meetings. The firm is an old-established one, and many residents in the town and neighbourhood will suffer heavy loss. Of the £24,000 liabilities, £20,000 represents unsecured claims.

If uncertainty exist in the minds of present-day judges and lawyers not deeply versed in the ancient history of laws, they should, says a writer in the *Evening Standard*, be able to realize how difficult was the position in Ireland before the days of the telegraph. The Irish courts depended, of course, upon the English for their law authorities. Thus it used to be said that the accident of a fair wind or foul might affect the decision of a cause. "Are you sure, Mr. Plunkett," Lord Manners asked one day, "are you sure that what you have stated is the law?" "It unquestionably was the law half an hour ago, my lord!" answered Plunkett. He drew out his watch. "But I see," he added, "that by this time the packet has probably arrived, so I will not be positive"; and there the matter ended until the budget from England had been scanned.

Mr. Charles Mellor, on behalf of the bar, at the West Riding Quarter Sessions, Leeds, applied on Monday, says the *Evening Standard*, for an increase of their fees, which had hitherto been a guinea in each case. He stated that a great deal of additional labour had been placed on the magistrates and anxious responsibilities on members of the bar. The calling of a prisoner to give evidence on his own behalf had considerably lengthened cases. The chairman said the fees of both counsel and solicitors would be considered in committee.

"A Magistrate" writes to the *Times* as follows: "Appalling as the resulting disclosures might at first be, I am convinced that an ample guarantee, coupled with periodical audit and inspection of deeds, which so many solicitors seem to dread, would ultimately establish public confidence and bring an immense amount of additional business to the profession. Those who object probably overlook the inference likely to be drawn. As matters now stand, not only do I never even leave deeds or money in the custody of solicitors, but in my will I provide against my executors so doing. Furthermore, I constantly advise friends to follow my example. In my opinion the fact that most solicitors are honourable clearly does not justify neglect of reasonable business precautions."

A curious incident, says the *Daily Mail*, happened on Friday in last week at the Worcester City Quarter Sessions. Henry Lygon Baker was indicted on the charge of embezzling the money of his employer, John Whiteman Ballard, a baker. The jury went out to a room in order to deliberate on their verdict, and eventually came back with a verdict of guilty, with a strong recommendation to mercy because they were of opinion that the temptation was great by reason of the loose way the prosecutor's books had been kept. It then transpired that, while on the way to the room, a juryman had gone across the road and had purchased a bottle of stout, but denied speaking to anybody. Counsel for the defence urged that the jury had separated, and therefore the verdict could not stand, and there should be an acquittal. The Recorder, Mr. Amphlett, K.C., ordered a fresh trial, which took place the same afternoon. The new jury, considering there was a doubt, acquitted the accused.

Although Mr. Bryce will retire from the House of Commons owing to his appointment to the British Embassy in Washington, the appointment does not, says the *Westminster Gazette*, *ipso facto* vacate his seat. It has always been held that the office of Ambassador or other foreign Minister does not necessarily involve vacation of the seat of a member of the House of Commons. Mr. Bryce, in order to retire from the House of Commons, must, if he be not called up to the House of Peers, accept some nominal office under the Crown in the usual way. Great inconvenience arose from this construction of the law in 1869. In October of that year Mr. Layard, member for Southwark, was appointed Minister Plenipotentiary at Madrid. His seat was not vacated by that appointment, nor could the Speaker under 21 & 22 Vict. c. 110, issue a new writ during the Recess upon his acceptance of the Chiltern Hundreds. The vacancy therefore continued till after the meeting of Parliament in February, and several candidates were canvassing the borough for about four months before the election.

Business was dull, says the *Central Law Journal*, debtors were shy and wary, and Tim, the process server, was in hard luck. A case was on the list for trial in which an important witness named Reardon had defied all efforts to summon him. At last recourse was had to Tim, who was told to get a service in hand. Tim took the writ and started on his errand. On the road he met Reardon's dog. The dog had a small package in his mouth, and a bright idea at once struck Tim. "Come here, my good fellow," said Tim, caressing the dog in a friendly manner. Tim untied the bundle and placed the summons securely within, and then the dog took up the package and scampered away to his destination. Tim followed at a respectable distance, watched the dog go into the house, saw his master undo the package, and saw the legal paper fall immediately into his grasp. "That's the copy," joyfully exclaimed Tim, peering forth from his hiding-place under the window, "and here is the original." Tim returned his writ to court, and the court decided, after hearing an objection, that the service was valid.

"The Lord Chancellor," the *Westminster Gazette* reminds its readers, "will preside over an important meeting of the judges which has been summoned for the afternoon of Friday, the 11th of January—the first day of the Hilary Sittings. Although several of the King's Bench judges are to leave town on that day for circuit, they will defer their departure for an hour or two. Consequently it is anticipated that the whole twenty-nine members of the bench who dispense justice at the Law Courts will attend the gathering. Two questions which for many years have been occupying the attention of members of both branches of the legal profession will be discussed at the meeting. The first has reference to the Long Vacation. It now lasts for over ten weeks, and all efforts at reducing it have failed. The judges will not consent to curtail their summer holiday, many of them who sacrificed large incomes when they accepted judicial appointments being largely influenced by the amount of leisure which falls to the lot of the High Court judges. The other subject which will come before the judges on the 11th of January is whether the courts shall be entirely closed on Saturdays. Things have long been tending in this direction. For months past the Lords Justices in the second Court of Appeal have refrained from doing any work on the last day of the week, but they have made up for the usual two and a half-hours, which the courts generally sit on that day, by commencing business half an hour earlier on the other five days. In the Chancery, King's Bench, and Probate and Divorce Divisions very little work is got through on Saturdays, and it is believed that solicitors whose duty calls them to the Palace of Justice would prefer that it should be closed altogether on Saturdays rather than that attendance should be given for results so little commensurate with the trouble involved."

Winding-up Notices.

JOINT STOCK COMPANIES.

Limited in Chancery.

London Gazette.—Tuesday, Jan. 1.

Blomfield Trust, Limited—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to William Ernest Trewek, Finsbury House, Blomfield st, liquidator

Finsbury Mines and Finance, Limited—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to William Ernest Trewek, Finsbury House, Blomfield st, liquidator

Lancashire and Yorkshire Insurance Co, Limited—Creditors are required, on or before Jan 19, to send their names and addresses, and particulars of their debts or claims, to Robert Kennedy Mitchell, 30, Brown st, Manchester. Costeker & Co, Darwen, solors for liquidator

Newark Shipping Co, Limited—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to James Taylor and J. Harvey Farmer, 15, Irwell chmbrs West, Liverpool

Pearson & Payton, Limited—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to Edwin Bradshaw, 4, Egypt st, Warrington

Creditors' Notices.

Under Estates in Chancery.

Last Day of Claim.

London Gazette.—Friday, Dec. 21.

Akroyd, William, Halifax, Ironfounder Feb 6 Boocock v Akroyd, Neville, J Boocock Halifax

Hackblock, William Henry, Coltishall, Norfolk Jan 31 Hackblock v Raw, Kekewich, J Lightly, Charles st, St James's sq

London Gazette.—Tuesday, Dec. 25.

Bowling, Timothy, Darwen, Joiner Jan 24 Bentley v Bowling, Registrar, Blackburn Kay, Darwen

Pickering, William Hayes, Frodsham, Chester Feb 1 Roberts v Turner, Registrar, Liverpool Mather, Liverpool

London Gazette.—Friday, Dec. 28.

Pays, Henry, Folkestone, Builder Jan 28 Pledge v Cronk, Warrington, J Hall, Folkestone

Wearing, George, Gt Malvern, Ironfounder Feb 1 Wearing v Wearing, Joyce, J Sharpe, West Bromwich

London Gazette.—Tuesday, Jan. 1.

Cone, Arthur Henry, Darenth rd, Stamford Hill, Secretary Jan 25 Cone v Cone, Kekewich, J East, Basinghall st

Haynes, Thomas James, Clarence rd, Kew Jan 26 Haynes v Haynes, Kekewich, J Senior & Furbank, Bank chmbrs, Richmond

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Friday, Dec. 28,

Ashton, Albert, Perim Island, Red Sea, Surgeon Jan 31 Clark & Co, Oldham

Aspin, Henrietta Pinnion, Surbiton hill Jan 21 Gery & Brooks, Cavendish st, Cavendish sq

Brown, Louisa Emma, Bishops Stortford Jan 14 Ackland & Co, Saffron Walden

Bullock, James, Batheaston, nr Bath Jan 30 Stone & Co, Bath

Clinkard, Eliza Jane, Bembridge, I of W Jan 29 Stone & Co, Bath

Cooper, Joseph, Birkenhead Jan 24 Thompson & Co, Birkenhead

Cooper, Martha Jane, West Kirby, Chester Jan 24 Thompson & Co, Birkenhead

Day, Ann, Leeds Jan 19 Middleton & Sons, Leeds

Parkinson, John Herring, Porchester terr, Bayswater Feb 7 W A & G A Brown, Lincoln's inn fields

Richardson, Walter Hinde, Parkstone, Poole Jan 31 Trevanion & Co, Poole

Sutton, Fanny, Narcissus rd, West Hampstead Jan 29 Hack, Pancras la

Topham, Edward, Middleham, Yorks, Yeoman Jan 21 Maughan, Middleham, S O Yorks

Tunstall, Rev Edmund, Hoddesdon, Herts Feb 1 Gasquet & Co, Mincing la

London Gazette.—Tuesday, Jan 1

Bailey, Thomas, Elham, Kent Jan 31 Kingsford & Co, Hythe

Baylis, Mary Johanna, Hemberton rd, Clapham Feb 1 Braby & Macdonald, Arundel st, Strand

Bourn, Charles, Cranham, Essex, Farmer Feb 5 G A Aston, Dalston la

Bradley, Charlotte Sarah, Roath pk, Cardiff Jan 31 Bradley & Son, Cardiff

Carroll, John, Hulme, Manchester Feb 4 Dixon & Co, Manchester

Carvell, William, Manchester Feb 28 Farrar & Co, Manchester

Chadwick, Nicholas, Rochdale, Journalist Jan 31 Wiles & Thompson, Rochdale

Cohen, Annette, Dawson pl, Bayswater Feb 12 Abrahams & Co, Tokenhouse yd, Lothbury

Drew, George Henry, Midhurst, Sussex Feb 11 Davies, Strand

Forsyth, Thomas Hills, Newcastle upon Tyne, Surveyor Jan 25 Brumell & Sample, Newcastle on Tyne

Fuchs, Ernst Carl, Beckenham, Publisher Feb 1 King-Stephens, Essex st, Strand

Gudgeon, Ann, Winchester Jan 31 Bowker & Sons, Winchester

Hewett, Mary Ann, Kipling st, Long la, Bermondsey Jan 31 Roscoe & Hincks, Christopher st, Finsbury sq

Heywood, John Sharp Cromartie, Inverarora ter, Hyde Park Jan 31 Mackrell & Co, Cannon st

Hinchliffe, Sarah, Harrogate Feb 25 Maitland & Haworth, Wakefield

Howley, Thomas, Archway rd, Highgate Feb 14 Walker, Quality ct, Chancery la

Hoyle, Richard, Heaton Mersey, Lancs, Sharebroker Jan 23 Batty & Co, Manchester

Hudson, Isaac, Bradley, nr Huddersfield Feb 6 Sykes & Son, Huddersfield

Joicey, Eleanor Elizabeth, Gateshead Jan 23 Brumell & Sample, Newcastle upon Tyne

Kerr, John George Douglas, Bath March 1 Maule & Robertson, Bath

Langford, Priscilla Ann, Ventnor, I of W Feb 8 James & James, Ely pl, Holborn circus

Leaman, Thomas Richard, Bolton, Butcher Feb 16 Greenhalgh, Bolton

Meadley, Jessie, Penzance Feb 2 W & J Cooper, Preston

Murray, John, Penrith, Cumberland, Jockey Jan 28 Peachey & Son, Salisbury sq

Ogle, John William, Gloucester pl, M D Jan 31 Hilliard, Chelmsford

Roberts, John, Garston, Liverpool, Engine Fitter Jan 21 Howard & Co, Liverpool

Russell, Harriet, Walsall Jan 19 Pearman & Co, Walsall

Toulson, Betsy, Luton Jan 31 Toynbee & Co, Lincoln

Warmington, Eliza, Banbury Jan 31 Whitehorn, Banbury

Warry, William Taylor, St George's rd Jan 31 Meade-King & Sons, Bristol

Waters, Eleanor, Roath Park, Cardiff Jan 31 Bradley & Son, Cardiff

Wright, Sarah, Cleveleys, Lancs Jan 31 Bawsthorn & Co, Preston

Bankruptcy Notices.

London Gazette, FRIDAY, Dec. 28.

RECEIVING ORDERS.

BRUSTER, OSCAR, Lloyd's av, Merchant High Court Pet Dec 4 Ord Dec 24

CHADWICK, SPENCER, Broadstairs Canterbury Pet Dec 5 Ord Dec 22

CRAWFORD, MATTHEW ORR, Alfred st, Bow, Tailor High Court Pet Dec 12 Ord Dec 24

ELLIS, WILLIAM ROSS, Manchester, Umbrella Manufacturer Manchester Pet Dec 8 Ord Dec 20

HILL, CHARLES AMBROSE, Ashford, Kent, Basket Maker Canterbury Pet Dec 21 Ord Dec 21

READING, JOHN, Watford, Schoolmaster St. Albans Pet Dec 22 Ord Dec 22

REFFELL, ALFRED, Colnbrook, Horton, Bucks, Farmer Windsor Pet Dec 22 Ord Dec 22

ROUD, CHARLES WILLIAM LANGHAM, Dover, Butcher Canterbury Pet Dec 22 Ord Dec 22

STANBOROUGH, HARRY GUILDFORD, Lower Walmer, nr Deal, Cab Proprietor Canterbury Pet Dec 22 Ord Dec 22

WOOLF, MAURICE ALVAN, Anerley, Pipe Merchant High Court Pet Dec 24 Ord Dec 24

WORTH, F ERNEST, Clement's la, Commission Agent High Court Pet Oct 27 Ord Dec 20

FIRST MEETINGS.

BRINDLE, SETH, Darwen, Boot Maker Jan 7 at 11 Off Rec, 14, Chapel st, Preston

CORTHESY, JULES HIPPOLYTE, Cloudesley st, Cloudesley sq, Islington Jan 9 at 11 Bankruptcy bldgs, Carey st

GODDEN, W, Warmington rd, Herne Hill, Builder Jan 8 at 1 Bankruptcy bldgs, Carey st

HARDING, JOHN, Stone, Staffs, Brewer's Manager Jan 8 at 3 North Stafford Hotel, Stoke on Trent

JEPSON, THOMAS, Mansfield, Notts, Farmer Jan 6 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

JONES, ALBERT, West Auckland, Durham, Cycle Mechanic Jan 7 at 3 Off Rec, 8, Manor pl, Sunderland

PRATT, ALBERT HENRY, Leicester, Turf Commission Agent Jan 7 at 12 Off Rec, 1, Berridge st, Leicester

ROBERTS, JOHN, Tyncoed, Rhewl, Llanyre, Denbigh, Builder Jan 5 at 12 Crypt chmbrs, Eastgate row, Chester

SANDY, THOMAS GUINAN, Burnley, Solicitor Jan 7 at 11.15 Off Rec, 14, Chapel st, Preston

THOMAS, DAVID, Neath, Glam, Coal Miner Jan 10 at 12 Off Rec, 31, Alexandra rd, Swansea

WATSON, LESLIE, Colne, Lancs, Builder Jan 7 at 11.30 Off Rec, 14, Chapel st, Preston

WILLIS, SOLA & COY, Ealing, Builders Jan 8 at 12 14, Bedford row

WORTH, F ERNEST, Clements la, Commission Agent Jan 8 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAKER, HARRY BRAY, Waltham Abbey, Essex, Dairy Farmer Edmonton Pet Dec 6 Ord Dec 22

ERNST, JOHN HERMAN, Enfield, Licensed Victualler Edmonton Pet Nov 22 Ord Dec 22

HILL, CHARLES AMBROSE, Ashford, Kent, Basket Maker Canterbury Pet Dec 21 Ord Dec 21

LEVENBERG, PHILIP, Leman st, Tobacco Dealer High Court Pet Nov 15 Ord Dec 22

REFFELL, ALFRED, Colnbrook, Horton, Bucks, Farmer Windsor Pet Dec 22 Ord Dec 22

ROUD, CHARLES WILLIAM LANGHAM, Dover, Butcher Canterbury Pet Dec 22 Ord Dec 22

STANBOROUGH, HARRY GUILDFORD, Lower Walmer, nr Deal Carrier Canterbury Pet Dec 22 Ord Dec 22

WOOLF, MAURICE ALVAN, Anerley, Kent, Pipe Merchant High Court Pet Dec 24 Ord Dec 24

London Gazette.—TUESDAY, Jan. 1.

RECEIVING ORDERS.

CRUTTWELL, EDWARD THOMAS, New End sq, Hampstead, Builder High Court Pet Dec 20 Ord Dec 29

DAVIES, THOMAS, Alderley Edge, Cheshire, Farm Labourer Macclesfield Pet Dec 27 Ord Dec 27

FORRESHEW, EDWIN MARTIN, Coldharbour la, Brixton, Hairdressers' Sundriesman High Court Pet Dec 29 Ord Dec 29

FRY, ERNEST HARRY, Cowes, I of W, Builder Newport Pet Dec 29 Ord Dec 29

GRIFFITHS, JOHN RICHARD, Neath, Glam, Farmer Neath Pet Dec 29 Ord Dec 29

HARRITT, SAMUEL, Prior's Farm, Quendon, Essex, Farmer Neath Pet Dec 29 Ord Dec 29

HORLEY, THOMAS EDWIN, Bedford, General Draper Bedford Pet Dec 29 Ord Dec 29

HUTCHINGS, SAM, Pontymister, Mon, Baker Newport, Mon Pet Dec 29 Ord Dec 29

MCARRAGHER, JAMES, Leicester, Manufacturing Stationer Leicester Pet Dec 29 Ord Dec 29

OWEN, WILLIAM DAVIES, Portmadoc, Carnarvon, Ship Broker Portmadoc Pet Dec 28 Ord Dec 28

PHILLIPS, EZRA, Longstanton All Saints, Cambs, Baker Cambridge Pet Dec 12 Ord Dec 29

RIPLEY, ALBERT, Wakefield Wakefield Pet Dec 29 Ord Dec 29

SIMMONS, JOHN THOMAS, Cardiff, Boot Maker Cardiff Pet Dec 29 Ord Dec 29

SPRAGGONS, FRANK E, Parkholme rd, Dalston High Court Pet Dec 6 Ord Dec 27

TAYLOR, THOMAS ALFRED, Wolverhampton, General Dealer Wolverhampton Pet Dec 29 Ord Dec 29

Amended notice substituted for that published in the London Gazette of Nov 16:

WARNER, ROBERT ROWLAND, Catford, Kent, Pianoforte Dealer Greenwich Pet Oct 13 Ord Nov 13

FIRST MEETINGS.

ALDRIDGE, THOMAS ARUNDEL, Burnham, Solicitor Jan 9 at 12.45 Off Rec, 26, Baldwin st, Bristol

BAILEY, CHARLES STEPHEN, Bristol, Tool Merchant Jan 9 at 11.45 Off Rec, 26, Baldwin st, Bristol

BARBER, WILLIAM, Gt Harwood, Lancs, Builder Jan 11 at 3.15 Off Rec, 14, Chapel st, Preston

BRADSHAWE, ALBERT EDWARD, Aldershot, Tailor Jan 9 at 12.30 132, York rd, Westminster Bridge

BROWNE, THEODORE, Boscombe, Bournemouth, Stereoscopic Specialist Jan 9 at 4 Messrs Curtis & Son, 158, Old Christ Church rd, Bournemouth

BRUSTER, OSCAR, Lloyd's av, Commission Agent Jan 10 at 11 Bankruptcy bldgs, Carey st

CRAWFORD, MATTHEW ORR, Alfred st, Bow, Tailor Jan 10 at 12 Bankruptcy bldgs, Carey st

CUNDELL, SELINA MARY, Calne, Wilts Jan 9 at 12.30 Off Rec, 26, Baldwin st, Bristol

ELLIS, WILLIAM ROSS, Cheadle Hulme, Cheshire, Umbrella Manufacturer Jan 9 at 3 Off Rec, Byrom st, Manchester

EVANS, HUGH, Craigiele Gwyddelwern, nr Corwen, Merioneth, Farmer Jan 9 at 12 Crypt chmbrs, Eastgate row, Chester

FARRANCE, JOHN JAMES, Pye Hill, Pylle, Somerset Jan 9 at 11.30 Off Rec, 26, Baldwin st, Bristol

FOXCROFT, ELIZABETH ALICE, Blackpool, Wardrobe Dealer Jan 11 at 3 Off Rec, 14, Chapel st, Preston

HEWETT, FREDERICK, Longley rd, Tooting Junction, Grocer Jan 11 at 11.30 132, York rd, Westminster Bridge

HOLLAND, FREDERICK, Littlehampton, Sussex, Lodging House Keeper Jan 17 at 10.30 Off Rec, 4, Pavillion bldgs, Brighton

HOLT, ERNEST CROMPTON, Rhyl, Flint, Electrical Engineer Jan 9 at 12.30 Crypt chmbrs, Eastgate row, Chester

JENKINS, JOHN, Ffynonddu, Clarach, nr Aberystwyth, Farmer Jan 10 at 1 Townhall, Aberystwyth

KIRK, ERNEST, Rodley, nr Leeds, Greengrocer Jan 9 at 11 Off Rec, 22, Park row, Leeds

PLASTOW, HENRY, Conisborough, Yorks, Labour Contractor Jan 9 at 12 Off Rec, Figtree la, Sheffield

SMALLWOOD, THOMAS, Hale, Chester, Builder Jan 9 at 2.30 Off Rec, Byrom st, Manchester

SPRAGGONS, FRANK E, Parkholme rd, Dalston Jan 9 at 11 Bankruptcy bldgs, Carey st

TAYLER, WILLIAM, Landport, Portsmouth, Contractor Jan 10 at 3 Off Rec, Cambridge junc, High st, Portsmouth

TAYLOR, EDGAR, Huddersfield Jan 10 at 3 Off Rec, Prudential bldgs, New st, Huddersfield

TAYLOR, ROBERT, St Philip's, Bristol, Baker Jan 9 at 12 Off Rec, 26, Baldwin st, Bristol

WILLIAMS, CLEMENT, Severn View, Thornbury, Glos, Coal Merchant Jan 9 at 12.15 Off Rec, 26, Baldwin st, Bristol

WOOLF, MAURICE ALVAN, Anerley, Pipe Merchant Jan 9 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ACHURCH, ROBERT JOSEPH, Watling st, Merchant High Court Pet Nov 17 Ord Dec 29

DAVIES, PETER, Liverpool, Butcher Liverpool Pet Dec 11 Ord Dec 19

DAVIES, THOMAS, Alderley Edge, Cheshire, Farm Labourer Macclesfield Pet Dec 27 Ord Dec 27

ELLIS, WILLIAM ROSS, Manchester, Umbrella Manufacturer Manchester Pet Dec 8 Ord Dec 29

FRY, ERNEST HARRY, East Cowes, I of W, Builder Newport Pet Dec 29 Ord Dec 29

GRIFFITHS, JOHN RICHARD, Crinalt Farm, Neath, Glam, Farmer Neath Pet Dec 29 Ord Dec 29

HARRITT, SAMUEL, Prior's Farm, Quendon, Essex, Farmer Cambridge Pet Dec 29 Ord Dec 29

HOLLAND, FREDERICK, Littlehampton, Lodging House Keeper Brighton Pet Dec 5 Ord Dec 29

HORLEY, THOMAS EDWIN, St Mary's, Bedford, General Draper Bedford Pet Dec 29 Ord Dec 29

HUTCHINGS, SAM, Pontymister, Baker Newport, Mon Pet Dec 29 Ord Dec 29

JENKINS, JOHN, Ffynonddu Clarach, nr Aberystwyth, Farmer Aberystwyth Pet Dec 15 Ord Dec 29

LYNCH, JOSEPH MARY, Abbotsham, Devon Barnstaple Pet Nov 2 Ord Dec 29

MCARRAGHER, JAMES, Leicester, Manufacturing Stationer Leicester Dec 29 Ord Dec 29

MOLL, SIMON, King Henry's Walk, Ball's Pond rd, Baker High Court Pet Nov 27 Ord Dec 29

OWEN, WILLIAM DAVIES, Portmadoc, Ship Broker Portmadoc Pet Dec 28 Ord Dec 28

RIPLEY, ALBERT, Wakefield Wakefield Pet Dec 29 Ord Dec 29

SETON-BURR, AUGUSTUS GEORGE WILLIAM, Charing Cross rd High Court Pet Nov 7 Ord Dec 24

SIMMONS, JOHN THOMAS, Cardiff, Boot Maker Cardiff Pet Dec 29 Ord Dec 29

TATTON, FRANK, Prebend gdns, Chiswick, Solicitor High Court Pet Sept 25 Ord Dec 29

TAYLOR, THOMAS ALFRED, Wolverhampton, General Dealer Wolverhampton Pet Dec 29 Ord Dec 29

WIGHAM, FREDERICK HENRY, Stanley, nr Wakefield Wakefield Pet Nov 7 Ord Dec 23

ADJUDICATION ANNULLED.

GUTHRIE, DONALD, Lowestoft, Monumental Mason Gt Yarmouth Adjud May 29, 1906 Annul Dec 22, 1906